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November 28, 2001

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Mr. K. David Waddell, Executive Secretary
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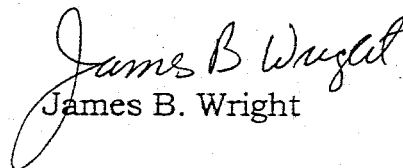
RE: Docket No. 01-00964; Complaint of KMC against United Telephone
Answer of United Telephone

Dear Mr. Waddell:

Enclosed for filing are an original and thirteen copies of the Answer of United Telephone-Southeast, Inc. to the Complaint filed by KMC Telecom III, Inc. and KMC Telecom V, Inc. A copy is being served on counsel for KMC.

Please contact me if you have any questions.

Sincerely,


James B. Wright

Enclosure

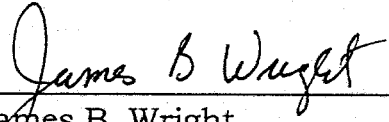
cc: Don Baltimore
Whitney Malone
Laura Sykora
Kaye Odum

CERTIFICATE OF SERVICE

Docket No. 01-00964

The undersigned hereby certifies that on November 28, 2001 a copy of the United Telephone-Southeast Answer was served upon the following parties of record by fax or by depositing a copy thereof in the U.S mail addressed as follows:

H. LaDon Baltimore
Farrar & Bates, LLP
211 Seventh Avenue North, Suite 420
Nashville, Tennessee 37219



James B. Wright

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: Complaint of KMC Telecom III, Inc. and KMC Telecom V, Inc. against United Telephone Southeast, Inc.

Docket No. 01-00964

ANSWER AND MOTION
OF UNITED TELEPHONE-SOUTHEAST, INC.

United Telephone-Southeast, Inc. ("United" or "Sprint") hereby files its Answer and Motion to the above-referenced Petition filed by KMC Telecom III, Inc. and KMC Telecom V (collectively "KMC" or "Petitioner") with the Tennessee Regulatory Authority ("TRA" or "Authority") on November 2, 2001. Sprint is filing this Answer pursuant to the ruling of the Authority made at the November 6, 2001 Director's Agenda conference.

As a general answer to the Complaint, Sprint notes that the items contained in KMC's Complaint can be placed under one of three categories. First, some of the matters raised by KMC seek to alter the agreed upon terms and conditions of the interconnection agreement already entered into between Sprint and KMC. A Complaint is not the appropriate forum for renegotiating interconnection terms and conditions. Second, KMC was the first active facilities-based CLEC for Sprint in its Tennessee territory and some of the issues reflect a "learning curve" period for both parties. Some of the matters refer to issues which occurred at the earliest stages of the implementation of the contract that are now stale or have been resolved by the parties. The last theme is that the allegations merely recite existing federal and state law or provisions in the interconnection agreement with no or nominal facts stated in

support. Thus the allegations fail to state a claim upon which relief can be granted.

Sprint responds specifically to the numbered paragraphs in the Complaint as follows:

1. In paragraph No. 1, KMC makes statements regarding its corporate structure and authorization to operate in Tennessee. Sprint accepts the statements KMC makes regarding itself as true.
2. In paragraph No. 2, KMC makes unsubstantiated and conclusionary arguments alleging that Sprint has engaged in illegal, discriminatory and anti-competitive behavior. Sprint denies the allegations in this paragraph, and specifically denies that Sprint has engaged in any unlawful activity. Sprint responds more fully to the specific allegations in the paragraphs below.
3. In response to paragraph No. 3, Sprint agrees that KMC and Sprint have attempted to settle, not just the issues stated in this Complaint, but other issues as well. Sprint denies that KMC had no choice but to file the instant complaint. In addition to numerous conference calls, e-mails and other correspondence, Sprint representatives have met personally with KMC representatives in order to ensure both parties had a correct understanding of the issues and Sprint was continuing to resolve or advise of the progress on resolution of issues between the companies, as evidenced by the correspondence attached hereto as Attachments A and B. Included in the Attachments are a number of items Sprint suggested be addressed in further discussions; however, KMC failed to act upon any of these Sprint initiatives. In addition, KMC could have formally availed itself of the escalation

procedures set forth in the Sprint/KMC Joint Operations Plan ("Operations Plan").¹

4. In paragraph No. 4, KMC asks the Authority to commence a contested case against Sprint, to set performance metrics and remedies for Sprint, to resolve a number of contract and other disputes, to set wholesale rates for UNE's, and to fine Sprint and award damages to KMC. For the reasons set forth in Sprint's responses elsewhere in this Answer, Sprint denies that KMC is entitled to any of the relief it has requested. Sprint specifically denies that Sprint has an obligation to ensure the profitability of KMC. In this regard, Sprint notes that a large number of CLECs are experiencing varying degrees of financial difficulties as evidenced by the number of major CLECs that filed for bankruptcy protection in the one year period from August 2000 to August 2001 (See Attachment C).

5. In paragraph 5, KMC makes statements regarding the types, location and manner in which it provides services. Sprint accepts the statements KMC makes regarding itself as true.

6. In response to paragraph 6, United admits that it is an incumbent local exchange carrier as defined in the cited federal statute. United admits that it provides local exchange and other telecommunications services in the states of Tennessee and Virginia, including the areas of Johnson City, Kingsport and

¹ The Joint Operations Plan is subject to the confidentiality provisions of the interconnection agreement and shall be provided upon entry of a protective order by the Authority.

Bristol. United accepts the statements KMC makes about the areas it serves as true.

7. In paragraph 7, KMC quotes a portion of Section 2(b) of the Communications Act of 1934 (the "Act") regarding the jurisdiction of Federal Communications Commission ("FCC") over intrastate services. The statute speaks for itself and no response is required from Sprint. To the extent this paragraph may be considered to contain any allegations, Sprint denies the allegations.

8. In paragraph 8, KMC refers to certain provisions in the Tennessee Code Annotated regarding jurisdiction of TRA to consider this Complaint and quotes portions of these provisions. The statutory provisions speak for themselves and no response is required from Sprint. To the extent this paragraph may be considered to contain allegations, Sprint denies the allegations.

9. In paragraph 9, KMC refers to certain provisions in the Tennessee Code Annotated and quotes a portion of one of the provisions dealing with unlawful damage to telephone facilities. The statutory provisions speak for themselves and no response is required from Sprint. To the extent this paragraph may be considered to contain allegations, Sprint denies the allegations. Sprint specifically denies any implication that it intentionally damaged KMC's facilities and references paragraph 10 below.

10. In paragraph 10, KMC alleges that on three occasions in the last year KMC has experienced damage to equipment it has collocated in Sprint's central offices and that Sprint has intentionally caused the damage, or alternatively that Sprint was negligent in allowing third parties to damage the equipment. Sprint is aware of the following claims of damage by KMC: 1) Summer of 2000 damage to Any Media Shelf/wiring harness in KMC's SLC 2000 in Sprint's Kingsport office; 2) November 2000 wires were cut in Sprint's Johnson City tandem office; 3) January 2001 vertical blocks were taken off the wall at Sprint's Johnson City Main. Sprint vigorously denies that any of its employees damaged KMC's facilities, or that Sprint was in any way negligent in connection with these incidents. Sprint investigated these claims but Sprint was unable to determine who committed these acts. Access to each of these offices was limited by way of a key lock, but KMC's equipment was located in common space that was shared with other CLECs that also had collocated facilities in these offices. Because these other CLECs had their equipment in the same space as KMC's equipment, their employees or agents had unlimited 24 hour/7 day a week (24/7) access to these offices. Because individuals from multiple companies had access to this jointly shared space, it was impossible after investigation to say who caused the damage to KMC's facilities (See Attachment D which contains the results of Sprint's security department investigation). As a further response, Sprint incorporates herein its response to paragraph 11 regarding the security measures installed at Sprint's cost in early 2001 in these three central offices.

11. In paragraph 11 of the Complaint, KMC alleges that Sprint recommended the use of caged rather than cageless collocation to prevent future damage, and that such an action would cost KMC extra expense. Sprint admits that it has advised KMC that it has always had the option to use caged collocation, but Sprint denies that it made this offer to KMC to increase KMC's cost of serving customers in Tennessee. Sprint also points out that in an e-mail dated November 17, 2000, the KMC's Operations Supervisor in the area, Jerry James, requested that Sprint limit access to KMC's equipment by installing cages. Sprint denies KMC's assertion that inadequate security was provided for their collocated equipment, and in fact the security Sprint provided to KMC is the same security that Sprint provides to itself and to other CLECs. Sprint would further note that at no cost to KMC, and prior to the filing of the Complaint, Sprint established a card-key electronic access entry system in all three offices mentioned in the Complaint which allows it to determine at any time the specific individual whose card key has been used to gain access to the office. In addition, Sprint placed closed circuit television camera systems in the Johnson City and Kingsport central offices which allows it to review videotape of any activity. Specifically, the security procedures Sprint employs in Tennessee are consistent with standard security procedures and comply with FCC rules concerning collocation. Sprint complies with the FCC's Order *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, released March 31, 1999 (the "First Report and Order"). The First

Report and Order prohibited ILEC from requiring security escorts in the central offices and allowed CLECs 24/7 access to their equipment (paragraph 49) and established the availability of cageless collocation at the CLEC's option (paragraph 42). Sprint offers by tariff both caged and cageless collocations in Tennessee. It must be borne in mind that KMC selected cageless collocation in four offices in Tennessee. After Sprint was contacted concerning the alleged equipment damage, Sprint accelerated its plan to install electronic key card access. Electronic access has been installed in all collocation locations. It is in this context that Sprint suggested that if KMC desired to further secure its equipment it could convert to caged collocation. Sprint denies all other allegations and requests for relief stated in this paragraph.

12. In paragraph 12, KMC quotes portions of Sections 251(c)(2)(C) and (D) of the Communications Act of 1934 (the "Act") which deal generally with an ILECs obligation to provide interconnection on terms and conditions at parity. The statute speaks for itself and no response is required from Sprint. To the extent this paragraph may be considered to contain allegations, Sprint denies the allegations.

13. In paragraph 13, KMC quotes Section 65-4-124(a) of the Tennessee Code Annotated which deals with the duty of telecommunications service providers regarding interconnection. The statute speaks for itself and no response is required from Sprint. To the extent this paragraph may be considered to contain allegations, Sprint denies the allegations.

14. In paragraph 14, KMC purports to quote portions of various sections of the interconnection agreement under which the parties operate regarding service quality issues. That agreement is the Master Interconnection and Resale Agreement between AVR, L.P. d/b/a Hyperion of Tennessee, L.P. as approved by the Authority in Docket No. 99-00521 by order dated August 24, 1999 and as opted into by KMC pursuant to its agreement with United dated September 29, 2000 (the "KMC Interconnection Agreement"). The matters quoted by KMC do not conform to the language in the Interconnection Agreement and thus Sprint can not admit they are correct. For example, paragraph 14(b) of the Complaint makes reference to Attachment X when the quoted matter actually appears in Attachment IX; and the quoted matter in paragraph 14 (a) of the Complaint replaces the word "make" with the word "provide". In any event, the language that actually appears in the Interconnection Agreement speaks for itself and no response is required from Sprint. To the extent this paragraph may be considered to contain allegations, Sprint denies the allegations.

15. In paragraph 15, KMC makes a number of conclusionary allegations regarding service quality provided by Sprint. Although this paragraph appears in the complaint under the heading "factual background", KMC fails to provide specific facts to support the conclusions in this paragraph and thus Sprint is unable to provide a response to the allegations. Accordingly Sprint denies the allegations. To the extent the allegations in this paragraph are based on other unspecified paragraphs in the Complaint, Sprint incorporates

its response to such other paragraphs as a further response to this paragraph.

16. In paragraph 16, KMC states a number of areas of service provided by Sprint which are alleged to be inadequate or deficient in some way; however, KMC fails to provide sufficient facts in paragraph 16 to support the allegations and thus Sprint is unable to provide a response to the allegations. Accordingly Sprint denies the allegations. To the extent the allegations in this paragraph are based on other unspecified paragraphs in the Complaint, Sprint incorporates its response to such other paragraphs as a further response to this paragraph.

17. In paragraph 17, in the first three sentences KMC makes a number of conclusionary allegations regarding coordinated cuts involving Sprint and their impact on KMC. KMC fails to provide sufficient facts to support the conclusions and thus Sprint is unable to provide a response to the allegations. Accordingly Sprint denies these allegations.

In the fourth and fifth sentences of paragraph 17, KMC states that Sprint has agreed to implement a "pre-wiring" process that KMC desired to have implemented, but such process has not yet been implemented. Sprint denies these statements. Sprint's processes and procedures have always included a pre-wiring of the customer's loop to a CLEC 24 hours in advance. This process has been reinforced in refresher training Sprint has conducted in the

Tri-Cities area recently (See response to paragraph 21). Sprint denies the remaining allegations in this paragraph.

18. In paragraph 18, KMC alleges that Sprint's Firm Order Commitment ("FOC") policy has resulted in KMC orders being cancelled for "non-concurrence" at the Number Portability Administration Center (NPAC). Sprint denies the allegations. Sprint policy is to issue a FOC within 24 hours of receipt of a valid local service order (Joint Operations Plan, page 28). As to an NPAC cancellation, NPAC is a national third party organization that is notified by an ILEC whenever a customer is changing local exchange carriers and who desires to port their phone number to the new carrier. After notice by the ILEC of the change, the CLEC must confirm the change with NPAC within 18 hours, or the order is cancelled by NPAC for non-concurrence. Under Sprint's processes, the NPAC is not notified of the need to port the customer by Sprint until Sprint has a FOC and issues a service order. In other words, Sprint does not cause the 18 hour period to begin until there is a valid FOC. Thus, Sprint's process is not the cause of KMC receiving a non-concurrence from NPAC. Sprint denies all other allegations in this paragraph.

19. In paragraph 19, KMC alleges that Sprint has made translation errors and refers to one specific instance involving a dentist, but no other information is given, that is, there is no date, name, timeframe or location provided. Sprint is unable to determine the instance or identify the customer from the scant information provided and thus Sprint is unable to provide a response to the allegations. Accordingly Sprint denies these allegations. As a

general response, Sprint would note that in August 2001, and independent of any CLEC request, Sprint implemented a new procedure which reduced the potential for translation errors during the conversion process by porting the number up to 24 hours in advance of the scheduled cut-over, thus eliminating the need for the translation at the time of cut-over. Sprint denies all other allegations and requests for relief stated in this paragraph.

20. In paragraph 20, KMC alleges it has lost numerous customers due to service problems caused by Sprint. KMC fails to provide specific facts to support the allegation and thus Sprint is unable to provide a response. Accordingly Sprint denies these allegations. To the extent the allegations in this paragraph are based on other unspecified paragraphs in the Complaint, Sprint incorporates its response to such other paragraphs as a further response to this paragraph.

21. In paragraph 21, KMC alleges that it receives poor service because Sprint technicians are inadequately trained or fail to follow procedures and that Sprint assigns its best technicians to its own customers. Sprint denies the allegations, and specifically denies that its technicians are untrained or that Sprint assigns its best technicians to its own customers. As a further response, Sprint notes that in addition to the formal training sessions Sprint required its service technicians, central office technicians and their supervisors to undertake when CLECs appeared in Sprint's Tennessee area in late 1999, Sprint also required refresher training of this same group of employees in May, 2000 and again in September 2001. In addition, the only

specific instance KMC mentions is one that occurred in 2000 when the parties were initially implementing the interconnection agreement. Sprint would also point out that its automated systems assign technicians to work orders on a first available basis regardless of whether it is a CLEC or ILEC order and thus the technicians have no knowledge of what company the order applies to at the time of assignment. Sprint denies all remaining allegations, including any allegations in the footnote.

22. In paragraph 22, KMC alleges Sprint has prematurely disconnected customers. Although KMC mentions one instance, Sprint was unable to determine from the information provided who the end user customer was in our records and thus is not able to form a response. Accordingly, the allegation is denied. KMC further alleges Sprint has refused to modify disconnect methods and procedures. To the extent this allegation refers to Sprint's refusal to modify the disconnect methods and procedures for Sprint's own technicians, Sprint admits the allegation, but only to that extent. Sprint is not familiar with the procedures of BellSouth and denies this and any other remaining allegations.

23. A. In paragraph 23, KMC asserts Sprint has a flawed circuit acceptance policy, principally based on the allegation that Sprint does not provide a method for a CLEC to affirmatively accept a circuit. Sprint denies KMC's allegation. KMC orders two classes of services from Sprint, and the circuit acceptance policies for these services have been communicated to KMC and consist of the following. The two classes of services consist of access circuits

(DS1, DS3), which are complete circuits provisioned by Sprint through its interstate or intrastate access tariffs; or unbundled network element loops which consist of a 2 or 4 wire transmission path conditioned for analog or digital service in accordance with the interconnection agreement. The circuit acceptance procedures differ for these two classes of circuits.

B. For access circuits ordered through the Access Service Request (ASR) procedure, testing is conducted on the Plant Test Date. The Plant Test Date is the scheduled date for testing Sprint's portion of the requested service. The Sprint technician will install and adjust all necessary equipment at the customer location according to engineering specifications. The installation technician will then contact Sprint's Network Operations Center (NOC). The NOC's Provisioning/Test and Turn Up Group will attempt to conference with the Access Service Customer (ASC) to determine if end-to-end acceptance testing of the circuit can be performed on the Plant Test Date. If the ASC agrees, acceptance testing is performed. If the circuit is accepted by the ASC, the order is completed. If the ASC is not ready to test on the Plant Test Date, Sprint will contact the ASC on the Due Date to perform acceptance testing. The Due Date is the date set by the CLEC in its order. On the Due Date, Sprint and the ASC will jointly perform acceptance testing. If the circuit is accepted by the ASC, the order is completed. Should the ASC not be ready to conduct acceptance testing on the Due Date, Sprint will make follow-up contacts with the ASC approximately every 2 days to perform the acceptance testing and completion. This cooperative or joint testing is set forth in the

Sprint Circuit Acceptance Procedure (Access) included as Attachment C to KMC's complaint.

C. Unbundled network element loops are ordered by a Local Service Request (LSR) and are provisioned in a manner consistent with Sprint's retail services. The service technician is dispatched on the service order and provisions the unbundled loop. Standard tests are applied to ensure circuit continuity. When the testing is successfully completed, the technician will complete the service order and a service order completion notice is sent to the CLEC by fax. For digital unbundled network element loops, Sprint offers cooperative testing as an optional service which must be requested by the CLEC. Under cooperative testing for digital loops, the Sprint technician will complete the installation and will contact the CLEC's Network Operations Center (NOC). The technician will conduct continuity testing jointly with the CLEC. The CLEC technician should provide the Sprint technician with a confirmation number indicating the test was performed and accepted. If the loop does not meet the CLEC's requirements it can order additional conditioning. This provides the CLEC to affirmatively accept the circuit.

Sprint denies all other allegations and requests for relief stated in this paragraph.

24. In paragraphs 24 and 25, KMC makes a number of conclusionary allegations regarding the processing of KMC trouble reports by Sprint. KMC fails to provide specific facts to support the conclusions and thus Sprint is unable to provide a response to the allegations. Accordingly Sprint denies the

allegations. Sprint would note that the manner in which troubles are reported is in the hands of the CLEC. Sprint has previously provided KMC with the trouble reporting codes used by Sprint. Thus the accuracy of troubles reported to Sprint is an issue internal to KMC. As to Sprint's use of a fax to notify a CLEC that a trouble report is closed, the Joint Operation Plan, at page 44, specifically provides for such a procedure. Thus KMC's contention appears to be an effort to amend an existing written process applicable to all other CLECs doing business with Sprint without any known objection from any CLEC other than KMC.

25. In response to paragraph 26, Sprint admits that KMC's request to Sprint to implement a process change regarding trouble reports at no cost to KMC was rejected by Sprint. Sprint did point out to KMC that it could ask for the change to be considered in accordance with the Interconnection Agreement, by use of the bona fide request ("BFR") process (see Interconnection Agreement, at page 53), which process is also used by other CLECs with interconnection agreements with Sprint. The BFR process is also contained in the Joint Operations Plan (Section 1.5 at page 12). Sprint has communicated this option in writing to KMC (See Attachment A, page 5). To date KMC has elected not to use this process.

26. In paragraph 27, KMC alleges that Sprint fails to provide KMC with performance data. Sprint denies this allegation. As a further response, Sprint notes that KMC requested and Sprint specifically gave KMC representatives access to Sprint's performance data located on Sprint's website in the same

manner that Sprint has provided analogous data to other CLECs (See Attachment E). In addition, although KMC raised a concern regarding the signing of a non-disclosure agreement, which consists of a single paragraph contained on the form used to obtain access to Sprint's performance data, Sprint has modified its non-disclosure agreement at KMC's request and representatives of KMC have signed the agreement, both before modification and after modification (See Attachment E). KMC has accessed such data numerous times, over 200 times just in the month of November 2001, and thus this allegation is totally without merit. Sprint denies any other allegations in this paragraph.

27. In paragraph 28, KMC seeks relief in the form of a service investigation of Sprint, the establishment of performance metrics and the levy of fines. Sprint denies that KMC is entitled to the relief requested since KMC has been given access to performance data. Furthermore, Sprint specifically denies that it has engaged in anticompetitive and discriminatory behavior and Sprint's actions do not warrant the levy of fines or other relief.

28. A. In paragraphs 29, 30 and 31, KMC asserts that Sprint has improperly rejected KMC orders when no facilities are available and asks that the TRA compel Sprint to disclose its "pending and no facilities policies", compel Sprint to disclose where IDLC is deployed in Sprint's network and compel Sprint to provide UNE's lawfully. Sprint denies all the allegations in these paragraphs. Sprint describes its processes for provisioning UNZE loops in the paragraphs below including provisioning customers served by an IDLC

either by a spare copper facility or a channel bank. Sprint has on occasion not filled an order for service from KMC when the requested facilities were not available. Sprint specifically denies that it has improperly rejected KMC orders on the basis of no facilities and denies that KMC is entitled to any of the relief requested.

B. As a further response, Sprint follows the rules of the FCC regarding provisioning facilities and determining when facilities are not available and this policy has been communicated to KMC. The FCC has determined that ILECs such as Sprint are not required to build facilities for CLECs such as KMC when there are no existing facilities, as noted in the following orders issued by the FCC: "Rural Telephone Coalition contends that incumbent LECs should not be required to construct new facilities to accommodate new entrants. We have considered the economic impact of our rules in this section on small incumbent LECs. In this section, for example, we expressly limit the provision of unbundled interoffice facilities to *existing* incumbent LEC facilities." See CC Docket No. 96-98, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, FCC First Report and Order 96-325 released August 8, 1996, paragraph 451.

The FCC also stated "In the Local Competition First Report and Order, the Commission limited an incumbent LEC's transport unbundling obligation to existing facilities, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use." (See CC Docket No.

96-98, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, FCC Third Report and Order 99-238 released November 5, 1999, paragraph 324 ("UNE Remand order").

C. Furthermore, Sprint provides a process, called the bona fide request or "BFR" process, whereby KMC or other CLECs can obtain an estimate of the cost to construct a facility when one does not exist. The CLEC can then ask the ILEC to construct the facility. Under federal law, to the extent that an ILEC agrees to construct UNEs on behalf of a CLEC, the FCC has recognized an ILEC may recover its cost for such construction. See FCC First Report and Order 96-98, para. 200, which states: "Moreover, unlike the costs of providing 900 call blocking, which we imposed largely on LECs in the 900 Service order, as noted above, to the extent incumbent LECs incur costs to provide interconnection or access under sections 251(c)(2) or 251(c)(3), incumbent LECs may recover such costs from requesting carriers."

D. Contrary to KMC's assertion that Sprint has not provided the location of its IDLCs, Sprint has in fact provided to KMC the IDLC CLLI codes and service locations for each of Sprint's IDLCs. Sprint denies all other allegations and requests for relief in paragraphs 29-31, including any contained in the footnotes.

29. In paragraph 32, KMC alleges that Sprint fails to properly respond to KMC inquiries regarding troubles and provisioning, especially on weekends and that Sprints escalation procedures are not being properly implemented. KMC fails to provide sufficient facts to support the allegations and thus Sprint

is unable to provide a response to the allegations. Accordingly Sprint denies these allegations.

30. In paragraph 33, KMC states Sprint has violated the Act, the Tennessee Code and the Interconnection Agreement through the acts set forth in paragraphs 12 through 32 and through other acts to be proven later. In response Sprint incorporates its answers to paragraphs 12 through 32. As a further response, as to the violation by Sprint of unspecified acts to be proven later, Sprint moves for a more definite statement of the facts and circumstances supporting KMC's allegation in order that it may provide a response, or alternatively Sprint moves that the allegation be stricken since it fails to state a cause of action and because it fails to state a claim on which relief can be granted.

31. A. In paragraphs 34 through 61, KMC argues that Sprint's deployment of an IDLC architecture is a violation of Sprint's duties under state and federal laws to provide non-discriminatory interconnection and access to UNE's. Sprint denies KMC's allegations and specifically denies that Sprint has refused to provide UNE's, violated the Interconnection Agreement or federal laws, or failed to provision UNE's as required by FCC orders.

B. As a further response to paragraphs 34 through 38 which cite or paraphrase federal and state statutes regarding an ILECs duties to provide non-discriminatory interconnection at parity or provide wholesale rates for resellers, these statutes speak for themselves. To the extent these paragraphs contain allegations, Sprint denies the allegations.

As a further response to paragraph 37 wherein KMC appears to ask the Authority to set wholesale rates for resold Sprint services, the Authority has already established resale wholesale discount rates for Sprint (See Docket No. 96-01331, Order dated January 17, 1997, at page 10), and such rates appear in the Interconnection Agreement, at page 37, Table 1. Thus, KMC's allegation appears to be an attempt to obtain rates different from those it has agreed to in the Interconnection Agreement and which also have been established by the Authority.

C. As a further response to paragraphs 39 and 40 wherein KMC complains that Sprint requires KMC to use the BFR process when no facilities are available and IDLC or other remote concentration devices are used, the parties Interconnection Agreement requires use of the BFR process in these very circumstances. (See Interconnection Agreement, Attachment III, Section 4.3, page 56 and Joint Operation Plan, page 6). Thus, Sprint denies the allegations in these paragraphs that request the Authority to implement terms and conditions contrary to the Interconnection Agreement approved by this Authority. As a further response to paragraph 41, KMC makes broad conclusory statements regarding its interpretation of applicable law. The laws speak for themselves and require no response. To the extent this paragraph contains any allegations, Sprint denies the allegations.

D. In paragraphs 42 through 45, KMC makes numerous statements regarding the significance of access to the local loop for purposes of accessing the end user customer and the impact IDLC deployment by ILECs has on CLECs. To the extent these paragraphs are considered to contain allegations,

Sprint denies the allegations. As a further response, Sprint incorporates herein its answer to paragraphs 46 through 52.

E. As a further response to paragraph 46 wherein KMC alleges that Sprint deploys IDLC technology to discriminate against CLECS in violation of Section 251 of the Act, such an assertion is contradicted by KMC elsewhere in the Complaint. For example, in paragraph 44, KMC states that "the use of IDLC-based network configuration extends distance restricted services..." and "This results in a more efficient deployment of technology in the ILEC's network." KMC's own statements confirm there was a valuable business reason for ILEC deployment of IDLC, rather than an alleged discriminatory intent. In paragraph 45, KMC goes on to acknowledge that Sprint has made efforts to unbundle its IDLC network and that KMC and Sprint have discussed an adjacent collocation/subloop arrangement. At KMC's request, through the use of a BFR, Sprint provided an estimate of the costs to Sprint of providing muxing capability at Sprint's IDLC (See Attachment F). In any event, Sprint denies that it has deployed its IDLC network to discriminate against CLECs for the following reasons. Sprint first deployed IDLC-like architecture in Tennessee in 1983. The decision to utilize IDLC technology was based on Sprint's ability to improve customer service levels through the use of shorter customer loops and reduce costs in the long term. To allege now that a decision made almost two decades ago was for the purpose "to systematically discriminate" against CLECs based on a statute passed more than a dozen years later is totally unwarranted. The adoption of IDLC technology greatly predates both the Act and KMC's entry into the Tennessee

market. In addition, the FCC has recognized that ILECs have efficiently deployed cost-effective IDLC technology in their network (See CC Docket No. 96-98, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, FCC First Report and Order 96-325 released August 8, 1996 ("First Report and Order"), paragraphs 383, 384). This FCC Order also states that the cost of adjacent collocation obtained through the use of multiplexers in order to provide unbundled IDLC-delivered loops is a cost that "will be recovered from requesting [CLECs]". First Report and Order, paragraph 384). The FCC has suggested, and Sprint offers, means for ILECs and CLECs to "work-around" the use of IDLCs by setting forth rules on adjacent collocation and sub-loops (See UNE Remand Order at page 217; fn. 418. The FCC acknowledges that access to the subloops is necessary to allow CLECs to have access to unbundled loops serviced by IDLCs since the methods to unbundle IDLC loops have not proven practicable).

F. As a further response to paragraph 47, wherein KMC alleges Sprint is attempting to evade its responsibilities to provide access to subloops by reason of its processes, the use of a bona fide request ("BFR") process is set forth in the interconnection agreement as a method to obtain access to subloops. Sprint specifically denies that it avoiding its responsibility to provide subloop access.

G. In paragraphs 48 through 52, KMC alleges Sprint's BFR process results in the untimely provisioning of UNE loops. In paragraph 49, KMC states that "...Sprint's ordering process drives KMC to make a Bona Fide Request ('BFR') in order to obtain 'alternative arrangements' in collocations

where Sprint has deployed IDLC". Sprint disagrees. Collocation is just one option available to KMC for provisioning service in an IDLC scenario. To-date KMC has not ordered a collocation at an IDLC location. Other options for serving customers through an IDLC do exist. When service is requested that is provisioned through an IDLC, Sprint first searches its facilities to determine if a copper facility or a channel bank is available for use. If available, either the copper or channel bank facility is used to provision the service. If neither is available, the order is rejected. Once an order is rejected, KMC has the option to submit a BFR to determine the cost of facilities in order to serve the customer. The Bona Fide Request provision of the Interconnection Agreement is an option made available to KMC for the purposes of requesting the development and costing of unbundled network elements that have not been previously determined. The BFR process may also be used to determine the cost to place facilities where Sprint does not have facilities to provision a requested service. Thus, the BFR process may be used on either an individual service basis or in the context of new unbundled network service development. The BFR intervals stated on page 20 of KMC's complaint are in conflict with the BFR intervals established in page 12 of the Joint Operations Plan. According to the Joint Operation Plan, Sprint will acknowledge receipt of the BFR within 10 days and will provide a preliminary assessment to KMC within 30 days of receipt, not the 70 days as indicated by KMC in the Complaint. Upon receipt of the preliminary assessment from Sprint, KMC has 30 days in which to respond. As stated above, collocation is offered under tariff by Sprint in Tennessee. The tariff contemplates collocation in a central

office and does not include provisions for collocating in an IDLC. Since the terms, conditions and specific charges for collocation in IDLCs are not contained either in the tariff or in the Interconnection Agreement, the BFR is an appropriate method for KMC to request the development of the IDLC collocation product. Once the BFR for IDLC collocation is completed, it is not necessary for a BFR to be submitted for each additional IDLC collocation. The initial BFR will define the rate elements that are applicable in an IDLC collocation. The cost for each collocation will be determined through the collocation procedure. In paragraph 50, KMC develops a hypothetical "total service interval" by combining the collocation interval with the service interval for a DS1. Sprint acknowledges that if KMC decides to pursue collocation at the IDLC as a service option, time will be required to complete the construction of collocated facilities. However, once the collocation is established, the standard service interval to deliver a DS1 loop will typically be 11 days. Should KMC choose collocation as a desired option to provide service, it is incumbent upon KMC to plan its service offerings in advance of any active marketing efforts.

H. As a further response to paragraph 53 wherein KMC alleges that Sprint's UNE rates should reflect greater efficiencies, Sprint admits that it has deployed IDLC equipment. Sprint denies the remaining allegations of paragraph 53. Contrary to KMC's claim, the TELRIC UNE loop rates quoted to KMC do reflect the reduced cost of fiber versus copper cable and next generation digital loop carrier equipment, based on industry standard Carrier Serving Area design. Additionally the full network economies of IDLC

technologies are also available to all CLECs including KMC in conjunction with Sprint's UNE-P combined switching and loop TELRIC prices.

I. As a further response to paragraph 54, KMC has presented no evidence to counter Sprint's TELRIC based UNE loop prices other than a simplistic comparison to BellSouth's prices. The prices in KMC's chart for Sprint should and do reflect Sprint's higher cost of serving less overall customers than BellSouth in a more sparsely populated rural serving area. This is to be expected considering BellSouth serves approximately 10 times more customers in Tennessee than does Sprint. Additionally BellSouth has more than three times its overall proportional customer base in Tennessee in dense lower cost serving urban areas than does Sprint. Most importantly KMC willingly agreed to Sprint's prices when it signed the interconnection contract with Sprint. Again KMC is shown to merely desire to avoid the terms of an agreement it voluntarily entered into with Sprint.

J. As a further response to paragraphs 55 through 61 wherein KMC alleges Sprint has refused to offer loops and sub-loops at TELRIC rates and thus the Authority should initiate a UNE rate proceeding, Sprint asserts that its loop rates are cost based as required by applicable law, that KMC has agreed to these rates when it voluntarily entered into the Interconnection Agreement with Sprint, and that this portion of the Complaint is merely an attempt to alter the terms of an agreement it has already signed. As to sub-loop rates, KMC again misrepresents the facts. Sprint in fact provided KMC with TELRIC based sub-loop prices in July, 2001 to which KMC has never responded (See Attachment F). At the same time, Sprint provided a TELRIC

based price quote for the multiplexing equipment necessary to unbundle loops where IDLC exists in the network. It is in fact, KMC's inaction with respect to this TELRIC based price quote that results in KMC's pursuit of collocation at the IDLC remote sites. Simply put, Sprint has provided KMC with TELRIC based price quotes for all portions of its network including the necessary equipment to unbundle loops behind an IDLC, stand alone unbundled loops, loop sub-elements and UNE-P. KMC now objects to TELRIC rates already agreed upon in their interconnection contract, ignores the technology realities requiring additional equipment to accomplish network unbundling and refuses to respond to Sprint provided TELRIC price offers.

32. In paragraph 62, the first four sentences cite or paraphrase Section 252 of the federal Act and FCC rules regarding an ILECs duties to provide non-discriminatory interconnection at parity. The statutory provisions and FCC rules speak for themselves and no response is required from Sprint. The fifth sentence of this paragraph concludes that Sprint has failed to comply with the Act or the Interconnection Agreement. KMC fails to provide specific facts to support the conclusion and thus Sprint is unable to provide a response to the allegation. Accordingly Sprint denies the allegation. To the extent this paragraph may be considered to contain other allegations, Sprint denies the allegations. To the extent the allegations in this paragraph are based on other unspecified paragraphs in the Complaint, Sprint incorporates its response to such other paragraphs as a further response to this paragraph.

33. In paragraph 63, KMC quotes from page 115 of the Interconnection Agreement regarding contact with the other party's subscribers. The contract provisions speak for themselves and no response is required from Sprint. To the extent this paragraph is considered an allegation that Sprint has disparaged KMC to any KMC customer, Sprint denies the allegation. In addition, KMC fails to provide specific facts to support such an allegation and thus Sprint is unable to provide a response to the allegation. Accordingly Sprint denies the allegation.

34. In paragraphs 64, 65 and 66 KMC refers to three common law torts and the elements needed to establish the torts. Sprint does not believe the TRA has jurisdiction to adjudicate the three named common law tort claims and pursuant to Section 1220-1-2-.03 of the TRA's Rules moves that this portion of the Complaint be dismissed for failure to state a claim upon which relief can be granted by this agency. In any event, to the extent these paragraphs are deemed to contain allegations and requests for relief, Sprint denies all the allegations and denies that KMC is entitled to the relief requested.

35. In paragraphs 68 through 70 KMC refers to three incidents of alleged customer disparagement. None of these incidents indicate the names of either the Sprint employee or the customer involved, and only once is a time frame mentioned, that being in February just after the parties were beginning to implement the agreement. In view of the absence of specific information Sprint is unable to provide a response to the allegations. Accordingly Sprint denies the allegations.

36. In paragraph 71, KMC asks for a hearing to be held in Johnson City, alleging that KMC's officers and customers and Sprint's officers and personnel are located in the Tri-Cities area. Sprint believes the request should be denied. If the hearing was intended to receive tort evidence from customers, as stated above, this is a claim which is not in the proper forum. In addition, Sprint is not aware of a single prior instance where the TRA has held a hearing on a CLEC complaint and required the TRA directors, its staff and attorneys and court reporter to travel to the edge of the state to hear a complaint case. Further, Sprint denies that either KMC's or Sprint's officers are located in the Tri-Cities. At the person-to-person discussions and negotiations held in Johnson City, none of the officers or attorneys at the meeting for KMC or Sprint were from the area. As a precedent matter, Sprint would expect the Authority to be called upon to rule on more and more CLEC and ILEC complaints and the time and expense of travel to multiple locations throughout the state would be an inefficient use of state resources. Sprint denies all remaining allegations and requests for relief.

37. In response to KMC's Requests for Relief, KMC seeks relief ranging from a request for the Authority to review Sprint's wholesale rates to a request to levy various fines and penalties on Sprint. Sprint denies that KMC is entitled to any of the relief sought. As a further response to relief item number 16, Sprint notes that the cited statute, 65-40122 (sic), states in subsection (e) that an action may be brought "for the violation of this section, before any court having jurisdiction to try the same" and consequently the TRA is without jurisdiction to impose the relief requested.

AFFIRMATIVE DEFENSES AND MOTIONS

Pursuant to TRA Rules 1220-1-2-.03 (2) and (3), Sprint has included in the above Answers to the Complaint motions raising the following defenses: In Paragraphs 30 and 33 of Sprint's Answer to the Complaint, Sprint moves to dismiss the allegations on the grounds that the allegations fail to state a cause of action or fail to state a claim upon which relief can be granted.

In Paragraphs 10, 15-17, 19-22, 24, 29, 30, 32, 33, and 35 of Sprint's Answers to the Complaint, Sprint points out that KMC fails to provide sufficient facts to support the allegations and thus Sprint is unable to provide a response to the allegations. TRA Rule 1220-1-2-.09(1)(c) requires that a formal complaint must "set forth with specificity the factual basis and legal grounds upon which the complaint is based", and subsection (e) requires that a complaint must enumerate each statute violated and **each fact** demonstrating a violation.

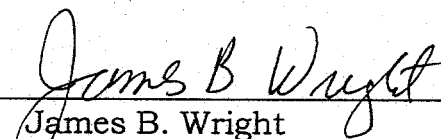
Accordingly, pursuant to Section 1220-1-2-.03(4) of the Rules, Sprint moves for a more definite statement of the facts and circumstances supporting KMC's allegations in the above noted paragraphs in order that Sprint may provide a response.

WHEREFORE, Sprint respectfully requests that the Authority deny the relief sought by Petitioner.

Respectfully submitted,

UNITED TELEPHONE-SOUTHEAST, INC.

By

A handwritten signature in cursive script, reading "James B. Wright", is written over a horizontal line.

James B. Wright

Senior Attorney

14111 Capital Boulevard

Wake Forest, North Carolina 27587

Dated: November 28, 2001

ATTACHMENT A

TO ANSWER OF UNITED TELEPHONE
SOUTHEAST, INC. TO COMPLAINT OF KMC



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September 6, 2001

SENT VIA FACSIMILE
ADDITIONAL PAPER COPY BEING MAILED

Mr. Frank Boscarillo
Senior Vice President
Network Operations
1755 North Brown Road
Lawrenceville, GA 30043

Dear Frank:

I am writing to provide a status report for action items arising from our meeting on August 23rd in Johnson City, TN. Please also reference correspondence from Jim Wright to Don Baltimore dated September 4, 2001.

As stated in our meeting, Sprint is committed to resolving any service issues that arise with providing service to KMC. As you will note in the following, a good deal of effort is occurring to fix or mitigate any process issues identified in our discussions. Our intent is that each will result in improved service.

Action Item Status

1. Sprint to provide information on trouble ticket mix for May 17 to June 1. Repeats should be noted if data available.
2. Sprint to add actual closure code/disposition to July 17 – August 1 sample information discussed in the August 23 meeting.

Status/Response: The trouble ticket mix samples for the period of May 17 through June 1 are provided in Attachment #1. The trouble report type, cause and disposition codes are included in the report. It should be noted that the May 17 through June 1 data includes only two trouble tickets.

The trouble ticket data sample for the period of July 17 through August 1 is also provided in Attachment #1. This sample includes 15 trouble tickets reported and closed during the period. It should be noted that the trouble report type distribution percentage provided here varies from those percentages stated during the meeting. It was determined that the sample used during the meeting was incomplete.

3. Contact Tina General again regarding access to non-stipulated state measurement (LCUG-like) information.

Status/Response: Stipulated and non-stipulated state measurement documentation has been previously discussed and provided to KMC on March 28, 2001.

Following that meeting, KMC submitted the documentation to establish electronic access to the Sprint measurement reporting. The reporting for stipulated and non-stipulated states is available on line to KMC.

Sprint is ready to arrange training on its approach to LCUG and LCUG-like (non-stipulated states) information.

For your information, Attachment #2 provides a summary of measures provided for a non-stipulated state. Web-site access to this data is currently available; additional access will be provided as KMC completes the appropriate form to set up access for specific individuals within its organization.

4. Any available information on "fail after install" to be noted in data for item 1.

Status/Response: See Attachment #1.

5. Sprint to review technician workload level, respond to examples provided by Chris Garland [KMC].
6. Review missed appointment quantity.

Status/Response: Sprint's analysis continues.

Ronnie Baker has not yet received examples from KMC's Chris Garland for additional analysis.

7. How Sprint will communicate to KMC that appointment will be missed.

Status/Response: Sprint's normal approach is for the Coordination Desk to provide a "may miss" notice via a phone call to the CLEC local coordinator.

8. Sprint to explore setting new commit time without re-order due to Sprint miss.

Status/Response: Sprint's normal approach is to attempt to complete the order within the same day should the initial appointment be missed.

If the appointment cannot be completed that day, the order is returned to the CLEC to set a new date. While on its face the idea of Sprint simply setting a new date/time seemed appealing in the meeting, after further discussion, the likelihood of Sprint setting a date/time that is acceptable to both the CLEC and its customer is slim. It will be most efficient for the CLEC to contact its customer to set a new date.

Regarding the function of a "miss," the process is not that the CLEC "goes to the back of the line" to reset a new lead time for the installation. The process is that the order is placed in jeopardy pending selection of a new due date by the CLEC.

This is an area that Sprint suggests warrants a SME-to-SME discussion to ensure that both parties have a common understanding of the process. The notice process described in item 7 may also warrant dialogue in this same discussion.

9. Sprint will "joint test" a few orders with KMC after new "remote" M&P deployed.

Status/Response: Open item pending release of the new M&P.

10. Sprint to provide date as to when bulletin regarding D4 channel bank levels was released.

Status/Response: Sprint's internal bulletin was released on July 2, 2001. The content of the bulletin will also be included in any future M&Ps that address issues with channel banks.

11. Sprint to provide information regarding level to be used with D4 card.

Status/Response: Sprint's approach is to engineer the card setting according to industry standards for the type of service ordered, i.e., 2W voice-grade, and the length of any copper facilities involved with the provision of the circuit.

12. Provide documentation describing circuit acceptance procedure.

Status/Response: Attachment #3 provides an overview of the acceptance procedure used for access circuits.

13. Provide example of acknowledgement provided via IRES for UNE DS1 loops.

Status/Response: Once a completion date is entered on an SOE order, ARC (Automatic Routing & Completions) routes the order status back to IRES and the LSR is changed into CS (completed SOE) status just like any other completed order.

The issues identified in this item and item 12 may be another area warranting a SME-to-SME discussion. There are differences in the approach for an access tariffed-ordered DS1 (NOC involvement) and UNE DS1 loops (completion provided via IRES).

14. Respond to KMC request that a "Call before disconnect" policy be instituted to match that provided by Bell South.

Status/Response: Sprint's approach to disconnection of facilities, at a technician level, is as follows:

If the technician finds a working jumper in place, the technician does place a call into the appropriate work group to verify the facility and request a new assignment. The circuit is not removed from service.

If the technician receives a true D – disconnect – order, the circuit is removed.

Given that there were only two inconclusive instances reported to date, Sprint does not see the need to modify its practices at this time.

15. Close Classic Flooring issue.

Status/Response: An appointment was scheduled for 9/05 for Sprint and Sandi Milan to visit the person reporting the issue.

As discussed in the meeting, Sprint's practice is that no information regarding payment status is disclosed to any third party.

16. Examine example provided by KMC regarding pending facilities.

Status/Response: No examples yet provided. Our notes do not reflect which of the KMC team was to provide the information.

17. Pending facility issues. Training issue; refresher to be provided to appropriate staff for normal order and CIRAS order.

Status/Response: Refresher training started via local supervisory staff. Additional formalized training to occur with implementation of new M&Ps.

18. Sprint to review examples provided by KMC regarding pending facility orders returned to engineering.

Status/Response: Unfortunately, the example provided did not illustrate an order that went through engineering multiple times. Sprint invites KMC to provide pertinent examples for further analysis.

19. Sprint to provide information regarding IRES notation for pending facilities.

Status/Response: During LSR processing, the Service Order Assignment Group, (Assignment), or the Field Installation Forces, (Installation), makes the determination if the LSR should be placed in a Jeopardy or No Facilities Status. The Jeopardy Status means that the LSR cannot be worked in its present state and may be in jeopardy of missing the due date. The Jeopardy Status requires that additional action be taken by assignment and/or engineering. The No Facilities Status means there are no physical facilities available to complete the LSR.

To initiate the Jeopardy or No Facility Status on an LSR, the Assignment or Installation employee will enter an appropriate field code in the Service Order Entry (SOE) system. SOE reads the field codes and routes the LSR as appropriate to either assignment or engineering. This LSR status is also reported to IRES where the LSR is updated.

When a new due date is established in SOE, the information is routed to IRES. The LSR status in IRES will be changed to the Confirmed status and a revised due date will be provided.

However, Sprint has realized a system issue with pending facility treatment. Occasionally other entries driven by Sprint or the CLEC, such as adding a trip charge or supplementing an order once it is confirmed, could change the status. A fix is under development. No estimate of a completion date is currently available.

20. Sprint to provide answers to outstanding questions on the BFR.

Status/Response: Don Horton responded to Tina General via e-mail on September 6, 2001.

21. Respond to KMC request regarding trouble ticket management.

Status/Response: While Sprint is committed to working with KMC to reduce any instances of incorrect no-trouble-found instances, due to parity and cost concerns Sprint does not presently intend to institute what was described as a "coordinated testing procedure" for trouble ticket closure during our August 23 meeting.

However, should KMC wish to pursue this further, Sprint will accept a BFR to develop a cost for such a coordinated testing arrangement.

22. Provide update regarding placement dates for camera and swipe card in Johnson City central office.

Status/Response: Sprint completed installation of proximity card security access and CCTV equipment in February 2001.

As stated above, Sprint is committed to working through any service issues at an operational level. After review of this status report, let's plan on a follow-up conference call to address any of these action items.

Sincerely,

Michael E. Solon

Attachments

c: Tina General
John McLaughlin, Jr.
James Wright
Don Horton

Attachment Listing

Attachments

Attachment #1

Attachment #2

Attachment #3

Trouble Ticket Information

LCUG Information Summary

Circuit Acceptance Procedure

Attachment Listing

Attachment 1 Trouble Ticket Summary

Region	District	Phone	Ticket	RecDte	TypRpt	TypRpt Description	Trouble Disposition	Trouble Cause
May 17 to June 1								
JOHNSON CITY	JOCY	4231822215	9790301	52301	11	No Dial Tone	Remote term	defective
JOHNSON CITY	JOCY	4231822215	9795997	52301	11	No Dial Tone	span repeater	settings

No Dial Tone 2 100%

July 17 to August 1								
JOHNSON CITY	JOCY	4231822215	859467 *	71701	11	No Dial Tone	HighSpeed data	other
JOHNSON CITY	JOCY	4231822215	892514	71901	32	Can't be heard	Referred Clec	No trbl Found
JOHNSON CITY	JOCY	4231822215	892610	71901	31	Can't Hear	Referred Clec	No trbl Found
JOHNSON CITY	JOCY	4231822215	892682	71901	31	Can't Hear	Referred Clec	No trbl Found
JOHNSON CITY	JOCY	4231822215	871908	71801	11	No Dial Tone	No Trbl Found	
JOHNSON CITY	JOCY	4231822215	893520	71901	32	Can't be heard	Referred Clec	No trbl Found
JOHNSON CITY	JOCY	4231822215	1254880	72701	33	Noisy	Cable Terminal	open/grd
JOHNSON CITY	JOCY	4231822215	1259252	72701	33	Noisy	Aerial cable	open/grd
JOHNSON CITY	JOCY	4231822215	1291441	73001	81	Can't S/R data	Frame	wiring
JOHNSON CITY	JOCY	4231822215	1255614 *	72701	33	Noisy	No Trbl Found	NTF
JOHNSON CITY	JOCY	4231822215	1320484	80101	81	Can't S/R data	No Trbl Found	NTF
JOHNSON CITY	JOCY	4231822215	1320421	80101	11	No Dial Tone	CO Equipment	other
JOHNSON CITY	JOCY	4231822215	1320464	80101	11	No Dial Tone	CO Equipment	other
JOHNSON CITY	JOCY	4231822215	1320485	80101	11	No Dial Tone	CO Equipment	other
JOHNSON CITY	JOCY	4231822215	1301890	73101	33	Noisy	Aerial cable	damaged

Note: * Repeat Report

No Dial Tone	5	33%
Can't be heard	2	13%
Can't Hear	2	13%
Can't S/R data	2	13%
Noisy	4	27%
	15	

Attachment Listing

Attachment 2 – LCUG Information

Non-Mandated States Performance Measurements

Measurement #	Measurement Title
Pre-Ordering	
01	Average Response Time to Pre Order Queries
Ordering	
02	Average FOC/LSC Notice Interval
03	Average Reject Notice Interval
Provisioning	
05	Percentage of Orders Jeopardized
07	Average Completed Interval
08	Percent Completed Within Standard Interval
09	Coordinated Customer Conversion Percent on Time
11	Percent of Due Dates Missed
17A	Percentage Troubles in 5 Days for New Orders
18	Average Completion Notice Interval
Maintenance	
19	Customer Trouble Report Rate
20	Percentage of Customer Trouble Not Resolved Within Estimated Time
21	Average Time to Restore
22	POTS Out of Service Less Than 24 Hours
23	Frequency of Repeat Troubles in 30 Day Period
Network Performance	
25	Percent Blocking on Dedicated Interconnect Trunks
26	NXX Loaded by LERG Effective Date
Billing	
28	Usage Timeliness
30	Wholesale Bill Timeliness
31	Usage Completeness
32	Recurring Charge Completeness
33	Non-Recurring Charge Completeness
34	Bill Accuracy
Database Updates	
37	Database Update Timeliness
39	E911/911 MS Database Update Interval
Collocation	
40	Time to Respond to a Collocation Request
41	Time to Provide a Collocation Arrangement
Interface	
42	Percent of Time Interface is Available
44	Center Responsiveness

Attachment Listing

Attachment #3

Circuit Acceptance Procedure (Access)

ACCEPTANCE TESTING (ASR)

Acceptance testing is conducted on the Plant Test Date (PTD). The Plant Test Date is the scheduled date for testing Sprint's portion of the requested service.

The Sprint technician will install, option and adjust all necessary equipment at the customer location according to engineering specifications.

Where remote test access is available the Sprint installation technician will contact the NOC test technician by calling the NOC Special Services, Provisioning/ Test and Turn Up Group. The NOC tester will then bridge the Access Customer on the line to perform cooperative testing of the complete circuit using the appropriate tests. Testing will be completed between the remote test access point closest to the Access Service Customer (ASC) equipment and the End User to obtain an "End-to-End" test of Sprint provided equipment and facilities. Upon completion the NOC will complete or jeopardize the PTD in CIRAS.

Where remote test access is not available, the Sprint installation technician will contact a technician in the controlling office who will then bridge the Access Customer on the line to perform cooperative testing of the complete circuit using the appropriate tests. Testing will be completed between the closest point of termination of the ASC facility as possible to the End User to obtain an "end-to-end" test of Sprint provided equipment and facilities. Upon completion the Sprint Technician will complete or jeopardize the PTD by contacting the NOC Provisioning .

Acceptance Test on Due Date

Cooperative Acceptance Testing by the ASC on Due Date (DD) will normally be performed remotely with the NOC without a technician dispatch to the End User's premises unless the service is not equipped with a loopback device or the test fails to meet acceptance criteria. Upon completion the NOC will complete the Due Date in CIRAS.

ATTACHMENT B

TO ANSWER OF UNITED TELEPHONE
SOUTHEAST, INC. TO COMPLAINT OF KMC



Don Horton
Carrier Markets
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Bus: 919/554-7276
Fax: 919/554-5301
donald.horton@mail.sprint.com

September 27, 2001

Mr. Frank Boscarillo
Senior Vice President
Network Operations
KMC Telecom
1755 North Brown Road
Lawrenceville, GA 30043

Dear Frank:

I am writing in follow-up to provide status on pending action items noted in Mike Solon's letter of September 6, 2001. As you know, Mike is out of the office until October 4.

Action Item Status

5. Sprint to review technician workload level, respond to examples provided by Chris Garland [KMC to provide examples].
6. Review missed appointment quantity.

Status/Response:

Sprint's records show that in the month of August, there were 32 completed conversions.

For the 32 completed orders, all were completed as scheduled or concurred except for three orders noted below:

- Completed within five minutes of the initial 30-minute schedule. The delay was due to the technician needing to finish other in-progress customer activity.
- Late due to bad card condition. The new "remote" M&P should bring improvement here.
- Late due to wrong technician assignment. The cut-over was started, but technician was pulled due to fiber cut causing shift from the scheduled day.

9. Sprint will "joint test" a few orders with KMC after new "remote" M&P deployed.

Status/Response:

The new M&P is in final draft form. Ronnie Baker is conducting training in the Tri-Cities using this final draft the week of September 24. The complete version is to be released by the first part of October.

Sprint will be ready to joint test after the training is completed.

15. Close Classic Flooring issue.

Status/Response: Letter sent to customer 9/18/01.

17. Pending facility issues. Training issue; refresher to be provided to appropriate staff for normal order and CIRAS order.

Status/Response:

Topic will be included in training scheduled for the week of September 24.

Recent Issues

In correspondence during the week of September 17, you asked for root cause and preventative information for some outages or porting delays. Please see the following:

- MountainNet

Root Cause: Traced to a center representative error in not stopping one of three D orders associated with your PON after the cut was cancelled, plus not marking the order as requiring CLEC coordination. This was also tied to the VA 540 Porting issue.

Corrective Action: Feedback being provided to the individual representative. Reminders being given to entire work group to watch for such situations.

- Heathcare Promotions

Root Cause: Both parties "successfully" completed the order without firm knowledge the service was working properly. More thorough testing during coordinated cuts could result in this type of issue being discovered.

Corrective Action: Individual counseling. Issue will also be covered in refresher training to be provided the week of September 24.

- VA 540 Porting

Root Cause: Another carrier claimed several Sprint Virginia codes in the NPAC database.

Corrective Action: Sprint is reviewing the situation in context of an industry forum through the LNP-A Working Group.

Where do we go from here?

As discussed in Mike's last letter, we would still see value in holding SME-to-SME discussions for several areas:

- LCUG-like measures
- Communication associated with coordinated cuts
- IRES
 - notation for non-access circuit completion (no NOC involvement required)
 - workarounds on pending facility information

Mr. Frank Boscarillo
Page 3
September 27, 2001

Frank, after you complete your review of this status report, Sprint would like to plan on a follow-up conference call to address any of these action items, plus discuss additional steps we are taking to ensure improved performance in the Tennessee area.

We do not claim that all areas are perfect, but as we have stressed before, Sprint is committed to working through any service issues at an operational level.

Sincerely,

Don Horton
ch

Donald O. Horton

c: Tina General
John McLaughlin, Jr.
James Wright
Mike Solon

ATTACHMENT C

TO ANSWER OF UNITED TELEPHONE
SOUTHEAST, INC. TO COMPLAINT OF KMC

List of CLECs Filing For Bankruptcy

<u>COMPANY</u>	<u>DATE FILED</u>	<u>BANKRUPTCY COURT</u>
Covad Communications	08/15/01	Delaware
Rhythms NetConnections	08/02/01	So. District of New York
AxisTel Communications	07/30/01	Delaware
Metricom (Ricochet Wireless)	07/02/01	No. District of North Carolina (San Jose)
360Networks USA	06/29/01	So. District of New York
PSINet	06/01/01	So. District of New York
Teligent, Inc.	05/21/01	So. District of New York
Viatel, Inc.	05/02/01	Delaware
AtLink Networks	04/25/01	Delaware
Convergent Communications	04/19/01	District of Colorado
WinStar Communications	04/18/01	Delaware
Actel Integrated Communications, Inc.	04/11/01	Eastern District of Louisiana
REAnet	04/02/01	District of Colorado (Denver)
Pathnet Telecommunications	04/02/01	Delaware
ConnectSouth Communications	Ceased Operations	03/24/01
Tess Communications	03/23/01	District of Colorado (Denver)
e.spire Communications	03/22/01	Delaware
Omniplex Communications Group	02/28/01	Eastern District of Missouri (St. Louis)
Vitts Networks, Inc.	02/07/01	Delaware
Vectris, Inc.	01/18/01	Western District of Texas (Austin)
NorthPoint Communications	01/16/01	Northern District of North Carolina
Digital Broadband	12/29/00	Delaware
Picus Communications	12/19/00	
Quentra Networks, Inc.	12/15/00	Central District of North Carolina
Flashcom, Inc.	12/08/00	Central District of North Carolina (Santa Ana)
Fastpoint Communications	12/05/00	Central District of North Carolina (Los Angeles)
Zyan Communications, Inc.	12/04/00	Central District of North Carolina
ICG Communications, Inc.	11/14/00	Delaware
NETtel Communications	10/16/00	District of Columbia
American Metrocomm Corporation	8/18/00	Delaware
GST Telecommunications	5/17/00	Delaware
Jato Communications	12/29/00	Ceased Operations

ATTACHMENT D

TO ANSWER OF UNITED TELEPHONE
SOUTHEAST, INC. TO COMPLAINT OF KMC

From: Horton, Don O.
Sent: Friday, February 23, 2001 3:11 PM
To: 'milam, sandi, KMC TN'
Cc: Grimaldi, Thomas A.; 'General, Tina, KMC'; Carden, Andrew D.; Solon, Michael E.
Subject: Sprint Investigation in Tricities

Sandi, attached you will find the results of Sprint's response to your email dated of January 30, 2001. I do thin it is important for us to meet and discuss these concerns.



KMCTNSMILAM.doc

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Don Horton
Field Service Manager
Telephone: 919-554-7276
Fax: 919-554-5301
e-mail: donald.horton@mail.sprint.com



14111 Capital Blvd
Wake Forest, North Carolina
27587-5900
Mailstop: NCWKFR0304

919-554-7276
Fax 919-554-5301

Donald O. Horton
Field Service Manager

Sandi Milam
City Director, Tri-Cities
KMC Telecom

RE: Allegations of Anti-Competitive Behavior

Dear Sandi:

I am writing in response to your e-mail messages concerning allegations of anti-competitive behavior by Sprint and Sprint technicians directed toward KMC. Specifically you have alleged the following:

- ◆ That Sprint technicians have an organized effort to sabotage KMC's customers.
- ◆ That Sprint technicians are bragging about their "organized effort to destroy KMC".
- ◆ That Sprint technicians have been talking to KMC customers.
- ◆ That KMC customer Mersco in Johnson City has been taken out of service three times since they switched to KMC on November 2. You have implied that Sprint has intentionally disconnected Mersco's service, presumably as part of this alleged "organized effort to destroy KMC".

At my request you also provided Sprint with the names of customers or individuals with knowledge of these allegations, and who had indicated a willingness to talk to Sprint about their knowledge.

As noted in my e-mail message to you on January 31, Sprint was disturbed to read your allegations, especially the reference to an organized effort to destroy KMC. Sprint has treated your allegations seriously, and the company will not tolerate such actions if they are proven to be true.

In response to your allegations, Sprint sent a security department investigator to the Tri-Cities area to talk with the customers and individuals you identified. The results of that investigation showed the following:

- ◆ Sprint has not uncovered any evidence of an organized effort to sabotage or destroy KMC.
- ◆ Sprint did hear reports that a Sprint technician and a Sprint service representative made comments that the KMC customers interpreted as negative about KMC. However, the comments the KMC customers reported to our security investigator, even when viewed in a light most favorable to KMC, do not support KMC's allegations of an organized effort to sabotage or destroy KMC. It is Sprint's belief

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Page 2

that the fact that one of its representatives talks with a customer of KMC, or any other CLEC, does not in and of itself create a problem. In many cases the Sprint representative is required to talk with the customer in order to understand a particular problem the customer may be having, or in order to schedule additional work at the customer's premise. The problem with a Sprint representative talking with a KCM customer, if there is one, has to do with the gist of the conversation. In this regard, Sprint intends to hold additional training classes for its field service technicians and its service personnel reinforcing procedures for dealing with customers of CLECs.

- ◆ In at least one case the person with whom our investigator spoke had no direct evidence of inappropriate activity by a Sprint representative. Rather, this witness said that he was merely reciting a story he had heard from another KMC employee about the actions of a Sprint representative. Another witness with whom our representative spoke said he had not heard any Sprint representative make any adverse comments about KMC or its ability to provide telephone service.
- ◆ Regarding the service outages at Mersco, below you will find a recent example. Sprint received D-order, (D837271) to disconnect 9 Centrex numbers and port to KMC using KMC facilities. The "10 digit trigger" used for porting was added manually on 1-18-01 to remove the numbers from Sprint's switch on 1-19-01. On 1-29-01, the 9 Centrex numbers were actually removed from Sprint's switch at which time the customer was placed out of service. KMC had also placed a separate service order, C-order, (C-836455) to establish a T1 facility to provision this customer's service. This "C" order was not referenced on the D-order. The C-order, facility order was canceled due to conditioning by Sprint engineering. When the order was canceled, KMC did not recognize the cancellation and advise Sprint to postpone the pending disconnect order. Since the D-order did not include a reference to the C-order, Sprint did not recognize that the D-order order should be worked in conjunction with the C-order. Therefore the D-order was worked without the coresponding C-order being worked.

In summary, Sprint's investigation into the allegations you reported did not uncover a conspiracy to destroy KMC or an organized effort to sabotage KMC. At most the investigation disclosed to Sprint that it has some training issues it needs to address with its representatives, but there was nothing to support the widespread problems reported in your January 30 e-mail message. Should you wish to discuss details of the investigation, please contact Tom Grimaldi, General Attorney at 913-345-7773.

I feel it is important that we sit down for the face-to-face meeting you suggested in your January 30 note. Please give me a call at your convenience so we can schedule this meeting.

Yours very truly,

Donald O. Horton

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Page 3

C: Thomas Grimaldi, Sprint
Tina General, KMC
Andy Carden, Sprint
Mike Solon, Sprint

ATTACHMENT E

TO ANSWER OF UNITED TELEPHONE
SOUTHEAST, INC. TO COMPLAINT OF KMC



CLEC REQUEST FORM

Application for access to Sprint LTD Parity Reporting information (parity.sprint.com).

All information must be filled out for the request to be processed.

Date: 4/13/01

OCNs: 5781, 8840, 4388, 4542
8982, 2757, 2540, 6124

CLEC NAME: Kmc Telecom

CLEC OCN CODE: _____

CLEC Username: Kmctel

CLEC Password: Kmc28 Kmc

CLEC CONTACT:

First Name: Zack Baudoin MI: S. Last Name: Baudoin

Business Phone: (678) 985-6344 Business Fax: (678) 985-6556

CLEC Company Approval:
(Company Executive Signature)

Title: Dir. Carrier Mgmt.
Kmc

Sprint Carrier Market's Approval:
(Sprint LTD Account Management Representative)

Business Phone: _____

Access Request: NEW ☒ CHANGE ☐ DELETE ☐ ACCESS RENEWED ☐

****NON-DISCLOSURE AGREEMENT:**

The Sprint specific performance measurement results and the CLEC aggregate data contained in the Sprint LTD Parity Reporting and your CLEC ID/password are highly sensitive information and are to be afforded confidential treatment as described in NRS 703.190(2), 49325.600A.010 et seq. and NAC 703.527-703.5282. Accordingly, this information may not be disclosed to any person or entity without the prior authorization of Sprint or with regard to the CLEC aggregate data, as otherwise directed by the Public Utilities Commission of Nevada. Be advised that divulging any Sprint-specific performance measurement results contained in the reports or your CLEC ID/password, is a violation of the non-disclosure agreement and could result in loss of access to parity.sprint.com. In addition, Sprint reserves the right to pursue any and all remedies available to it for any violation of this agreement.

CLEC: Completed forms may be returned to your Sprint LTD Account Management Representative. It is important to note that your password will change every 6 months for protection purposes. If you need more information or have any questions, please contact your Sprint LTD Account Management Representative.

Sprint LTD Account Management Representative:

Carrier Operations Service Performance

Attn: Elizabeth Brown

Fax Number: 913-315-0626

Mailstop: KSOPHM0316-3B804

Warning:

UPON COMPLETION, THIS FORM CONTAINS SPRINT RESTRICTED INFORMATION!



CLEC REPORT & WEBSITE REQUEST FORM

Application for Individual CLEC Service Performance Measurement Report(s) and access to Sprint Performance Measurement Reporting website (parity.sprint.com)

All information must be filled out for the request to be processed.

Today's Date: 10-17-2001

CLEC Name: Kmc Telecom, Inc
(Name as to be printed on the reports)

CLEC CONTACT:

First Name: James MI: L Last Name: Spitz

CLEC Business Phone: (678) 985-6235 CLEC Business Fax: (678) 985-6213

CLEC Identifying Codes: Operating Company Number (OCN) 6092, 2757, 7592, 6124, 8581, 4542, 6087
National Emergency Number Code (911 NENA Code) KMC
Service Provider Identification (SPID) 8335, 7581, 8842, 8981, 4388, 4542

CLEC Reports to be Created for the Following State(s)*:

North Carolina, Tennessee, Minnesota, Florida, Virginia

* CLEC reports will only be generated for states in which the CLEC currently has activity and in states where Sprint is considered the ILEC

Access Request: NEW ☒ CHANGE ☐ DELETE ☐ ACCESS RENEWED ☐

> CLEC Company Approval: [Signature] Title: Director - Carrier Group

> PLEASE PRINT NAME: MARVA BRONN Johnson

This Section to be Completed by Sprint

CLEC Username: _____ CLEC Password: _____
Username to be completed by Sprint Password to be completed by Sprint

Sprint Field Service Manager Business Phone: 919-554-7276

Sprint Field Service Manager Business Fax: 919-554-5301

Sprint Field Service Manager E-mail Address: douglas.horton@mail.sprint.com

Sprint Carrier Market's Approval: [Signature]
(Sprint Account Management Representative)

****NON-DISCLOSURE AGREEMENT:**

User acknowledges that any and all information obtained from Sprint's Parity Reporting system using your CLEC ID password is deemed confidential and proprietary subject to the Confidentiality and Publicity section of the Interconnection agreement between the parties. Accordingly, this information may not be disclosed to any person outside of the CLEC or specified CLEC affiliates (CLEC's affiliates are KMC Telecom, Inc., KMC Telecom II, Inc., KMC Telecom III, Inc., KMC Telecom IV, Inc. and KMC Telecom V, Inc.) or entity, without the prior authorization of Sprint or with regard to the CLEC aggregate data, as otherwise included in proceedings under the State Regulatory Agency or directed by the State Regulatory Agency. Be advised that divulging any Sprint-specific performance measure results contained in the reports or your CLEC ID/password is a violation of the non-disclosure terms and could result in loss of access to parity.sprint.com. In addition, Sprint reserves the right to pursue any and all remedies available to it for any violation of this agreement.

CLEC: Completed forms may be returned to your Sprint Account Management Representative. It is important to note that your password will change every 6 months for protection purposes. If you need more information or have any questions, please contact your Sprint Account Management Representative.

Warning:

UPON COMPLETION, THIS FORM CONTAINS SPRINT RESTRICTED INFORMATION!

ATTACHMENT F

TO ANSWER OF UNITED TELEPHONE
SOUTHEAST, INC. TO COMPLAINT OF KMC

From: Gorton, Jane E.
Sent: Friday, July 06, 2001 6:10 PM
To: Lail, Cathy A.
Cc: Cordes, Kevin R.
Subject: KMC BFR - 01-005 - Muxing at DLCs

Importance: High

Cathy:

Attachment 1 is the price quote that was prepared to address KMC's request for muxing capability at Sprint's DLC sites. Prices were developed for the exchanges and three states in which KMC operates: Tallahassee and Fort Myers, FL, Johnson City, Bristol, Blountville and Kingsport, TN, and Chaska, MN.

This price quote includes the following rates:

1. **DS0 Distribution Sub Loop Rates** - Monthly recurring and nonrecurring exchange specific rates are included in this quote.
2. **Muxing at DLC Rates** - special construction rates to provide muxing capability at DLCs were developed for Florida, Tennessee and Minnesota. This application is dependent upon available shelf space in Sprint's DLCs.
3. **DS1 Feeder Sub Loop Rates** - Monthly recurring, exchange specific rates were developed for this request. Non-recurring rates are also included.
4. **Site Visits** - will be needed to determine if there is available shelf space in Sprint's DLCs, plus confirm if DS1 capacity exists in the feeder portion of the loop.

Please note this price quote is an estimate of the anticipated costs to provide the specified UNEs. If the actual costs vary from this estimate, Sprint reserves the right to charge KMC the actual costs Sprints incurs for provisioning the UNEs requested by KMC.

Attachment 2 includes remote information, which may be helpful to KMC in identifying sites at which this service application may be deployed.

In response to KMC's request for a price quote to place Vina Integrator 300's at Sprint DLC sites, it is Sprint's engineering staff's opinion that this type of muxing device is not appropriate for collocation at a DLC site.

Once Sprint is notified that KMC is interested in pursuing this new service option, Sprint will need one month to develop ordering, provisioning and billing procedures for this new service.

Thanks,

E. Jane Gorton

UNE Product Developer and Manager
Carrier Market Organization - Wholesale Markets

Phone: (913)315-7856

Fax: (913)315-0629

MS: KSOPHM0310-3A522



Attachment 1 - Price
Quote.xls...



Attachment 2 - Remote
Informat...

-----Original Message-----

From: Lail, Cathy A.
Sent: Tuesday, July 17, 2001 8:18 AM
To: Tina General (E-mail)
Cc: Horton, Don O.
Subject: KMC BFR - 01-005 - Muxing at DLCs
Importance: High

Tina - I have an update for you regarding KMC's request for muxing at Sprint DLCs in order to provide sub loops to end-users.

Please review with the necessary parties at KMC the information below and the attachment (price quote) and let me know if you have any questions. We can set up a call to identify and address any questions KMC may have.

Please advise as to your acceptance of this pricing. Once advised, Sprint will require one month to develop ordering, provisioning and billing procedures for this new service.

Thanks Tina - I look forward to talking with you.

Cathy Lail
Field Service Manager ~ Carrier Markets
Voice ~ 407.889.6476 Fax ~ 407.884.1706
email ~ cathy.lail@mail.sprint.com

The attached price quote was prepared to address KMC's request for muxing capability at Sprint's DLC sites. Prices were developed for the exchanges and three states in which KMC operates: Tallahassee and Fort Myers, FL, Johnson City, Bristol, Blountville and Kingsport, TN, and Chaska, MN.

This price quote includes the following rates:

1. **Muxing at DLC Rates** - special construction rates to provide muxing capability at DLCs were developed for Florida, Tennessee and Minnesota. This application is dependent upon available shelf space in Sprint's DLCs.
2. **DS1 Feeder Sub Loop Rates** - Monthly recurring, exchange specific rates were developed for this request. Non-recurring rates are also included.
3. **DS0 Distribution Sub Loop Rates** - Monthly recurring and nonrecurring exchange specific rates are included

in this
quote.

4. **Site Visits** - will be needed to determine if there is available shelf space in Sprint's DLCs, plus confirm if DS1 capacity exists in the feeder portion of the loop.

Please note this price quote is an estimate of the anticipated costs to provide the specified UNEs. If the actual costs vary from this estimate, Sprint reserves the right to charge KMC the actual costs Sprints incurs for provisioning the UNEs requested by KMC.

In response to KMC's request for a price quote to place Vina Integrator 300's at Sprint DLC sites, it is Sprint's engineering staff's opinion that this type of muxing device is not appropriate for collocation at a DLC site. Any additional requests regarding placing of KMC equipment in a DLC should be addressed through the collocation process.



01-005 - Price
Quote.xls

Sprint - Tennessee - Sub Loop DS0 Distribution Rates *

	Recurring Rate	NRC
2-Wire Voice Grade Distribution Subloop		
Band 1	\$3.63	
Band 2	\$7.15	
Band 3	\$11.06	
Band 4	\$15.61	
Band 5	\$24.63	
Band 6	\$32.25	

4-Wire Voice Grade Distribution Subloop		
Band 1	\$6.28	
Band 2	\$11.72	
Band 3	\$18.14	
Band 4	\$25.60	
Band 5	\$40.39	
Band 6	\$52.90	

2-Wire Digital Data Distribution		
Band 1	\$3.63	
Band 2	\$7.15	
Band 3	\$11.06	
Band 4	\$15.61	
Band 5	\$24.63	
Band 6	\$32.25	

4-Wire Digital Data Distribution		
Band 1	\$6.28	
Band 2	\$11.72	
Band 3	\$18.14	
Band 4	\$25.60	
Band 5	\$40.39	
Band 6	\$52.90	

Loops - Sub-Loops NRC

Sub-Loop Interconnection (Stub Cable)	ICB
2-Wire First Line	\$49.34
2-Wire Add'l Line	\$10.28
2-Wire Re-install	\$23.30
4-Wire First Line	\$60.31
4-Wire Add'l Line	\$16.45
4-Wire Re-install	\$30.15
2W Disconnect Charge	\$16.45
4W Disconnect Charge	\$19.87

*** These rates will apply if facilities are available, otherwise special construction rates would apply.**

KMC BFR 01-005 - Muxing at DLCs**Tennessee DS-1 Subloop Feeder***

Band	Exchange	CLLI	Monthly Recurring Rate
1	Bristol XAH	BRSTTNXA	\$ 34.52
1	Johnson City XAH	JHCYTNXA	\$ 34.52
1	Johnson City XCH	JHCYTNXC	\$ 34.52
1	Kingsport XAH	KGPTTNXA	\$ 34.52
2	Blountville	BUVLTNXA	\$ 39.58
2	Midway	MDWYTNXA	\$ 39.58
3	Bluff City	BLCYTNXA	\$ 46.81
3	Elizabethton	ELTNTNXA	\$ 46.81
3	Greeneville	GRVLTNXA	\$ 46.81
3	Kingsport XCR	KGPTTNXC	\$ 46.81
4	Bristol XBR	BRSTTNXB	\$ 57.24
4	Church Hill	CHHLTNXA	\$ 57.24
4	Erwin	ERWNTNXA	\$ 57.24
4	Jonesboro	JNBOTNXA	\$ 57.24
4	Limestone	LMSTTNXA	\$ 57.24
4	Sullivan Gardens	SLGRTNXA	\$ 57.24
4	Stoney Creek	STCKTNXA	\$ 57.24
5	Fall Branch	FLBRTNXA	\$ 85.73
5	Hampton	HMPNTNXA	\$ 85.73
5	Mosheim	MOSHTNXA	\$ 85.73
5	Mountain City	MTCYTNXA	\$ 85.73
5	Roan Mountain	RNMTTNXA	\$ 85.73
6	Baileyton	BLTNTNXA	\$ 158.38
6	Butler	BTLRTNXA	\$ 158.38

Nonrecurring Rates

Install a 4-wire Sub Loop Feeder	\$ 98.41
4-Wire Disconnect Charge	\$22.91

* These rates will apply if facilities are available, otherwise special construction rates would apply.